

EXHIBIT

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LETTER TO QUALITY LOAN SERVICE CORP. OF WASHINGTON DATED 4/17/2013

4/17/2013
Timothy J Dietz
2503 34th Ave
Longview Wa 98632
360-442-9832
T.S. Number: WA-11-488030-SH

Subj: Documents Request and demand to cease collection/foreclosure Activities

There are a lot of issues at hand with regards to the validity of the alleged debt and the requirements that MUST be met PRIOR TO the start of any foreclosure. The documents that YOU have provided and that you are apparently relying upon are flawed. Should you continue with the foreclosure process and cause the sale of my home to take place then you would be subject to further penalties of both State and Federal laws. I am prepared to use any and all legal judicial remedies made available to me to protect my family and myself.

Let me first address the requisites that you are already aware of. RCW 61.24.030(7)(a) requires that you obtain proof that the beneficiary is the owner of any promissory note. This is a requirement that must take place before the notice of trustee sale is recorded. The first notice you have recorded prior to meeting this requirement was recorded on August 29, 2012. I know this condition precedent has not been met and that you lied about it's occurrence because I called your legal department to inquire about this requirement and was told that you had this document. I am curious as to why it was not made a part of your response to my debt validation request. I subsequently called Wells Fargo Home Mortgage to inquire about this document and to also ask why all of a sudden the sale date of my house was reset to a future date. I was told that a document was missing. This is when I realized that a violation of RCW 61.24.030(7)(a) had occurred and that you had lied about this required event as having taken place. If you are in fact in possession of a document that could possibly validate the occurrence of this event then I request that you please provide me with a copy of this document to the address indicated above. Otherwise, a non-response will be accepted as your validation that this event did not take place and that a violation of RCW 61.24.030(7)(a) has occurred.

Next, I turn to item 18 of my Deed of Trust, which requires the Lender to give written notice to the Trustee of the occurrence of an event of default and of Lenders election to cause the property to be sold. In light of what I have been able to uncover, the lender has not refuted that this event has ever taken place, especially since I am not in default with the Lender. If you are in fact in possession of a document that could possibly validate the occurrence of this event then I request that you please provide me with a copy of this document to the address indicated above. Otherwise, a non-response will be accepted as your validation that this event did not take place and that a violation of item 18 in my Deed of Trust has occurred.

As you are well aware of, RCW 61.24 dispenses with many protections commonly enjoyed by borrowers under judicial foreclosures, lenders must strictly comply with the statutes and courts must strictly construe the statutes in the borrower's favor. The document that you have sent to me commonly known as the "Foreclosure Loss Mitigation Form" which is required under RCW 61.24 is faulty and thus is a nullity resulting in the requisite as set forth in RCW 61.24.031(9) as not being met. This document presented to me (1) Does not state the correct Beneficiary or Loan Servicer as Wells Fargo Home Mortgage has made it clear that it is not Wells Fargo Bank N.A., (2) is signed by Deitrice Hemphill who

is neither the Beneficiary nor the Authorized Agent for the Beneficiary. This fact can be verified and has already been established in the Federal Courts rendering this a fraudulent signature and holding Deitrice Hemphill liable for perjury, (3) is signed by Gladys Limon as an Assistant Secretary for Quality Loan Service and yet she does not appear to be an employee of Quality Loan Service. These are all telltale signs of fraud and would have to be addressed.

Back in August of 2012 I requested that you validate the debt you allege that I owe and as of 4/16/2013 I have still not received that validation. I did however, receive documents from you that fall short of an actual validation. The courts have ruled on what "validation" is and you have not met the requirements as set forth in the Federal Courts that would constitute a validation. Since you are a debt collector, by your own admissions, by the guidelines of the FDCPA and as set forth by the Federal Courts you are subject to the FDCPA. The sale of a home to satisfy a debt has already been addressed by the Federal Courts and falls within the definition of being a debt. The Fair Debt Collections Practices Act under 15 U.S.C. § 1692 g(b) states that "The debt collector shall cease collection of the debt until the debt collector obtains verification of the debt and a copy of such verification is mailed to the consumer." You received my request for verification on or about August 4th 2012. I received a notice of trustee sale on August 28th 2012 which constitutes a collection activity before validation or verification was received. You mailed an alleged validation letter to me on September 6th 2012. Since you have continued attempts to collect an alleged debt before verifying and validating the alleged debt then you are subject to the penalties as set forth under the FDCPA.

There are more requisites that have not been addressed or mentioned here but you only need to violate one to default on your duties as Trustee and be subject to penalties under Federal and State laws. There is plenty of case law specifically involving Quality Loan Service so "knowingly violating" laws and statutes would be easy to establish.

Now let's turn our attention to the documents that you are relying upon. First let us look at the Assignment of the Deed of Trust. Wells Fargo Home Mortgage is a subsidiary of Wells Fargo Bank N.A. It is well established that these are stand alone entities, making them two distinct and separate companies. In a conversation with Wells Fargo Home Mortgage it was confirmed that Wells Fargo Home Mortgage allegedly purchased my note from Hyperion Capital Group LLC In 2008. In 2011 an assignment of the Deed of Trust was recorded into public record of Cowlitz County. This was an assignment from MERS (they only hold legal title and nothing more) to Wells Fargo Bank N.A. Since it was assigned to the wrong party it establishes the Assignment of the Deed of Trust as a nullity which in turn establishes your appointment as Trustee a nullity. That would mean that any actions you take with regards to a foreclosure as violations of both State and Federal laws but you already know this, there is plenty of case law to support this.

Now for the next flaw in the Assignment of Deed of Trust. If Wells Fargo Home Mortgage purchased my note in 2008 as they say they have, then they also purchased all of Hyperion Capital Group LLC interests and rights to my property. In other words, Hyperion Capital Group LLC had absolutely no rights whatsoever in 2011, beneficial or otherwise, to my property. That being the case, there would be absolutely no way for MERS to assign this interest (Interest HCG allegedly relinquished in 2008) that Hyperion Capital Group LLC did not have (which MERS could never legally assign anyway) in my property to Wells Fargo Bank N.A. This alone vacates any legal standing of the Assignment of the Deed of Trust making it a nullity. That would also establish your nullity to act as the Trustee. Since the Deed of Trust follows the note as required by law, and it is apparent that they have been bifurcated then it has rendered the alleged Note as an unsecured debt. There is plenty of case law to support this as well.

Okay, follow me on over to some additional issues with the Assignment of the Deed of Trust. Remember, this document is already a part of public record and subject to penalties of the laws governing the recording of false documents into public record. The Assignment of Deed Of Trust that you are relying upon was (1) signed in the state of Minnesota by an alleged representative of MERS in 2011. MERS was not registered to do business in the state of Minnesota until 2013, (2) signed by Amy Toske as Assistant Secretary for MERS. Amy Toske has never worked for MERS and is in fact an employee of Wells Fargo Home Mortgage. What was interesting to discover is that the real Amy Toske never signed my Assignment of Deed of Trust. (Can anyone say Fraud once again), (3) signed by Sandra Parrish as the Notary. It is hard to establish if she actually signed my Assignment of Deed of Trust as the Notary since all the documents that I have in my possession that were allegedly signed by Sandra Parrish all have different signatures.

Moving beyond the Assignment of the Deed of Trust there are also irregularities with the Appointment of the Trustee and with the Promissory Note. However, I would have to dedicate another whole page just for those. The point being, Quality Loan Service has not carried out their Fiduciary duties nor has QLS attended to anything that could be considered as protecting the integrity of the documents presented to them.

Finally, AS REQUIRED BY FEDERAL AND STATE LAW, you are to cease any further foreclosure and/or debt collection actions until all legal conditions precedent have been met and satisfied. If you continue to move forward and do not cease your foreclosure activities then I will be obligated to my family to use any and all legal judicial remedies available to me to prevent and/or reverse a wrong.

In closing, I would like to say that all that has been addressed above is just scratching the surface of what I have been able to uncover over the past several months. Both lenders and borrowers alike are expected to respect their obligations to each other and when one party disrespects and compromises that trust then they undermine the core values that are so important to us all. Not only has Wells Fargo broken that trust but so too has QLS. How can you then ethically carry the title of "Trustee" when that trust has been compromised.

A huge responsibility has been entrusted to you and it is your duty as the Trustee to ensure that you do not break that trust and carry out your responsibilities in a legal and ethical manner. To do otherwise would compromise your integrity and establish profound and costly abuse of your authority that will leave a tragic trail of devastation to our economy as a whole that will last for years.

In my research over the past several months I have uncovered numerous times over the past several years that Quality Loan Service has found themselves in litigation because of that broken trust in which people have entrusted you to safeguard. You have been ruled against many, many times and yet you continue the same deceptive practices that have been costing you thousands in litigation costs which indirectly affects the rest of us.

As I stated before, my family depends on me to safeguard them and to do the right thing just as much as the American People have depended upon me during my military career to safeguard their rights. Should we need to resolve this issue through litigation then I am fully prepared to defend and protect my family and the rights of others from fraudulent activities. No matter the judicial outcome, it will not be without cost to either one of us, especially if further case law is established against you. If you are okay with that then, well, so am I. If there is a sale of my property and I am successful in pleading my case of fraud and a wrongful sale then it will more than likely be at a grave cost to anyone involved with wrongdoing. The question is whether the rewards to you outweigh any risks involved.

No matter your decision, I want to thank you for time and your prompt attention to this Matter.

Timothy Dietz

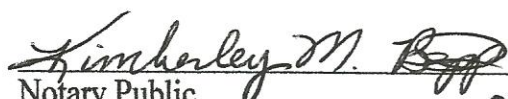
In accordance with 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 17th day of April, 2013.


Timothy J Dietz

Washington State
Cowlitz County

Sworn to before me, this 17th day of April, 2013.


Notary Public 06/14/2014

